

Ad Order Form & Contract

We would love for you to submit your ad and payment online at Nexuspub.com, "advertise in Nexus," or complete this form and send with your ad materials and payment to: **Nexus, 1680 6th Street, Suite 6, Boulder CO 80302.**
Phone: 303-442-6662 or toll free 888-644-6662. Fax: 303-442-7596. E-mail: info@nexuspub.com Website: www.nexuspub.com

BUSINESS NAME _____ YOUR NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ EMAIL _____



NAME ON CREDIT CARD _____

CREDIT CARD NUMBER _____ EXPIRATION DATE _____

Nexus has permission to charge this credit card on the ad deadline date, for each issue under contract.

PLEASE CHOOSE TYPE OF AD

Print Display Color Black & white

Size (ie: half-page, etc) _____ Print contract duration (number of issues ad runs): 1 2 3 4 6

Preferred placement (subject to availability; 10% additional): \$ _____ Specify desired page/position: _____

Creative services fee (if Nexus designs your ad): \$ _____ Text or image revision: \$25 COST per issue: \$ _____

Web Display

Size: Rectangle (150 pixels wide x 300 pixels tall) Square (150 pixels wide x 150 pixels tall) Logo (150 pixels wide x 75 pixels tall)

Web contract duration (number of months ad is posted): _____ Start date: ___/___/___ Creative services fee (if Nexus designs your ad): \$ _____

Special placement: Top of column: \$55 Highest available: \$35 COST per month: \$ _____

Directory of Resources (Print, Web, or Combo) Color Black & white Category: _____ Word count _____

Print only Print+Web (identical content): \$26 additional per 2 months Web only: \$37 per month (specify start date ___/___/___)

Print contract duration (number of issues ad runs): 1 2 3 4 6 Web only duration (months): _____

Content revision (One free revision per issue; additional revisions \$15): \$ _____ Set-up fee (First-time ads): \$27 COST per issue (print) or per month (web): \$ _____

Classified Ad Category: _____ Word count: _____

Print only Print+Web (identical content): \$13 additional per issue Web only (specify start date ___/___/___)

Print contract duration (number of issues): 1 2 3 4 6 Web only duration (months): _____ COST per issue (print) or per month (web): \$ _____

Calendar Ad Category (choose one): Month (ie: June) _____ Plan Ahead Ongoing Word count: _____

Print only Print+Web (identical content): \$13 additional per issue Web only (specify start date ___/___/___)

Print contract duration (number of issues): 1 2 3 4 6 Web only duration (months): _____ COST per issue (print) or per month (web): \$ _____

Please publish the ad indicated above. I agree to pay for the ad by the ad deadline for each issue specified on the order/contract. (Please initial) _____

Please review the Nexus Advertising Agreement terms on reverse side and sign below, indicating that you agree to the terms.

Discounts or additional fees not specified by this contract may apply on a case-by-case basis. Multiple ad buys are available for every type of ad; discounts apply to Print Display and Print Directory ads. Advertiser may update ad content within the duration of the contract providing new ad materials are submitted by the ad deadline for each issue; some additional fees may apply.

SIGNATURE _____ DATE _____

PRINT NAME _____

Notes or special instructions:

Nexus Advertising Terms and Agreements

This is a Contract for advertising between *Nexus Publishing, Inc. (Nexus)* and the undersigned Advertiser and is for the listed ad(s) at Contract Discount Rates.

RATES & TERMS

This Contract is made and accepted according to the dates and conditions described in *Nexus's* then current Rate Card.

Advertisers who order advertisements at Discount Contract Rates understand and agree that placing an order creates a binding obligation and contract to pay for all advertisements.

All ads must be paid in full when placed.

For 2nd, 3rd, etc. insertions that are governed by a contract for multiple issues, payment is due by the first ad deadline for each issue.

Advertising rates may change without notice. A Contract for advertising in two or more issues ensures that the Advertiser's rate for that ad will not change for the duration of the Contract, providing that advertiser has fulfilled the terms of the Contract.

If payment for any amount due *Nexus* is not made according to the terms of this Contract, *Nexus* reserves the right, without waiving any other rights, to refuse to accept any further advertising until all past-due payments are made. Advertiser agrees to pay twenty-one percent (21%) per annum interest on any past-due balance. Advertiser further understands and agrees to pay all costs, reasonable attorney's fees and interest on the balance due at the then current highest legal rate incurred by *Nexus* to collect any amount due.

Advertiser understands and agrees that *Nexus* will run Advertiser's most recent copy and art if *Nexus* receives no new copy or art by the ad deadline for each issue.

WARRANTIES

Advertiser warrants that all advertising purchased under this Agreement is specifically for the regular business of the Advertiser.

Advertiser further warrants that all advertising submitted is true and contains no falsities to the best of the Advertiser's knowledge.

Nexus's liability is limited to the price of the ad.

Advertiser will hold *Nexus* harmless from and indemnify *Nexus* for any costs whatsoever incurred through the placement of Advertiser's ad.

TERMINATION

Advertiser and *Nexus* may terminate this Contract by giving *Nexus* prior written notice before the ad deadline for each issue.

If the Advertiser chooses to terminate this Agreement, Advertiser will be charged a \$50 administrative fee and will further be charged for all previous advertising under this Contract at a rate corresponding to the number of times the ad was placed and paid for; e.g. when a six-time contract is terminated after three runs of the ad, the three-time rate would apply.

GENERAL TERMS

All copy submitted for advertising must be typewritten and double spaced. *Nexus* will not be responsible for mistakes resulting from handwritten copy, nor will *Nexus* be responsible for color-matching unless a proof of a color ad is submitted.

Any change an Advertiser wishes to make to an ad must be submitted to *Nexus* in writing by the ad deadline for the issue in which the change is to appear.

Any waiver by *Nexus* of any breach of any of the terms of this Contract shall not constitute a waiver of any subsequent breach of the same terms or any other terms of this Contract. This Contract is subject to the laws of the State of Colorado, USA, without regard to conflict of law principles, and the parties understand and agree that any and all disputes must be within the exclusive jurisdiction of the State Courts in Boulder County, Colorado, and Federal Courts in Colorado and the parties hereby consent to such jurisdiction and venue.

If any provision of this contract is deemed void or unenforceable then all other provisions of this Contract shall remain in full force and effect. This Contract may not be assigned by Advertiser without prior written permission of *Nexus*.

This Contract is the entire agreement of the parties and supersedes all prior communications and agreements whether written or oral. This Contract may only be modified by a prior written agreement signed by authorized representatives of the parties.